

1 again, get a response, and then we'll see where we are. If it
2 doesn't appear to be relevant, not going anywhere relevant,
3 I'll cut it off. On the other hand, if it looks good it'll
4 continue.

5 MR. FITCH: Yes, sir.

6 BY MR. FITCH:

7 Q I believe my question was did you at any time since
8 the time you filed the joint request for approval and
9 agreement and also subsequent to the time the, the application
10 for Calistoga was filed, advise or amend your application in
11 July of -- to indicate that you were no longer financially
12 qualified in Eagle, Idaho?

13 A I never filed an amendment that I was financially
14 unqualified.

15 Q Do you recall filing any amendments since the time
16 the settlement agreement was filed in Eagle till the time it
17 was approved?

18 A No.

19 MR. FITCH: Your Honor, at this point I'd like to
20 identify the document which I have distributed to Your Honor,
21 the witness, opposing counsel. It's a three-page document,
22 it's a letter from the FCC, Federal Communications Commission
23 letterhead at the top, addressed to Eagle Broadcasting, Inc.,
24 Radio Representatives, Inc., Moonbeam, Inc., Cynthia A.
25 Syracuse (phonetic sp.) concerning the Eagle, Idaho,

1 proceeding, dated January 24, 1992. I'd like to identify it
2 as Willson Exhibit B.

3 JUDGE LUTON: So identified.

4 (Whereupon, the document referred to
5 as Willson Exhibit B was marked for
6 identification.)

7 MR. FITCH: Your Honor, at this point I'd like to
8 move it into evidence.

9 JUDGE LUTON: Objection?

10 MR. SHUBERT: I don't have any objection, Your
11 Honor. I would note we can take notice of it. We don't
12 dispute its existence.

13 JUDGE LUTON: B is received in evidence.

14 (Whereupon, the document referred to
15 as Willson Exhibit B was received
16 into evidence.)

17 MR. FITCH: I'm handing the Court Reporter two
18 copies of that --

19 BY MR. FITCH:

20 Q You mentioned a while ago that you currently spend
21 some time working at the vineyard, which is your new business
22 or a new business that you're involved in. Is that correct?

23 A Yes.

24 Q Do you pay, do you pay the expenses incurred by that
25 business?

1 A The vineyard pays for itself.

2 Q All right. So you personally do not pay any
3 vineyard expenses. Is that correct?

4 A No I don't.

5 Q Do you recall there was some testimony this morning
6 concerning a lien that was filed by the State of California
7 for some taxes which the state alleged were owed. Is that
8 correct? Do you recall that?

9 A Yes.

10 Q And that lien, and that lien was in the amount of
11 \$13,291. Is that correct?

12 A That's correct.

13 Q And this lien -- and the lien was recorded, was it
14 not, on December 8, 1992? Let, let me --

15 A I'm assuming you're right. It's okay. I'm assuming
16 you're right.

17 Q I'm not trying to do a memory test here.

18 A That would -- it say it -- think that's important.

19 Q And this lien was paid off, in fact, when your house
20 was sold. Is that correct?

21 A Yes it was.

22 Q Because it was -- because the lien was recorded
23 against your personal property in Nicasio.

24 A Against our residence in Nicasio.

25 Q So that when you sold the house, it had to be paid?

1 A Yes, that was it.

2 Q Do you recall testifying that you were sure there
3 were no other liens filed against you at your deposition
4 testimony?

5 A Yes.

6 Q And my asking you are you sure and your saying yes I
7 am sure.

8 A I'm sure, unless you know something I don't know.

9 Q Now, I've put before you a document entitled
10 Mechanics Lien. Do you see that?

11 A Yes I do.

12 Q Does this refresh your recollection concerning any
13 other liens?

14 A This is something I didn't think about. This is
15 something that can automatically put on a piece of property
16 because a subcontractor put it on so that he could collect the
17 money from the company that he worked for.

18 Q But do you remember it now?

19 A Yes, I do remember it now.

20 Q And when was this lien recorded? Do you know?

21 A I think it says March 19th -- that's the date I'm
22 looking at -- June, excuse me, June 16th.

23 Q June '92?

24 A Yes.

25 Q And it has subsequently been paid, has it not?

1 A Oh yes.

2 Q Do you recall when it was paid?

3 A I don't remember exactly when it was paid. I
4 remember I paid it. I remember I paid it and it took a while
5 for this paperwork to be generated.

6 Q How long, how long was this pending, this lien?

7 A I don't recall.

8 Q Does about a year ring a bell?

9 A I just told you, I don't remember.

10 MR. SHUBERT: Your Honor, I'm going to object to the
11 line of questioning on the grounds of relevance. The lien has
12 been paid off, we have a document, we have a document here
13 that purports to be a lien. The line of questioning at this
14 point is irrelevant.

15 JUDGE LUTON: Well, it's certainly relevant insofar
16 as it's caused the witness to change the testimony that she'd
17 given previously.

18 MR. FITCH: In fact this --

19 JUDGE LUTON: Overruled. Go ahead.

20 BY MR. FITCH:

21 Q In fact, this lien wasn't released until a year
22 later. It was released on March 3rd, 1993, wasn't it?

23 A It's a -- I don't recall. It's just a mechanics
24 lien. Whenever you build something it's very common, at least
25 in California, for someone to put a mechanics lien on your

1 | property.

2 | JUDGE LUTON: Well, we're getting explanations
3 | before we get answers. Just answer counsel's questions and
4 | then you'll have a chance to explain.

5 | MRS. CONSTANT: I told you, I don't recall the dates
6 | of the lien.

7 | MR. FITCH: And if I were to tell you that -- give
8 | you a date March 3rd, '93, that would not refresh your
9 | recollection as to when it was released?

10 | MRS. CONSTANT: If you say so, I'll accept that.

11 | MR. FITCH: Your Honor, at this point I'd like to
12 | have marked for identification as Willson Exhibit C this
13 | document entitled Mechanics Lien, which is a one-page document
14 | with the number 92-046931 at the top indicating the record
15 | date of June 18, 1992, and I would move it into evidence.

16 | JUDGE LUTON: Objection?

17 | MR. SHUBERT: I'll object on the grounds that it's
18 | not a sponsored document, it does not bear a certificate of
19 | any officer purpor-- who purportedly issued this document. We
20 | have no idea where it came from. We have no idea how they got
21 | it. We have no idea whether it's a composite or not. There's
22 | no sponsoring witness for this tes-- for this document,
23 | therefore, there's no grounds for admitting it into evidence.

24 | MR. FITCH: Your Honor, I believe similar argument
25 | was made earlier. In fact, as the witness --

1 JUDGE LUTON: The witness knows about it apparently.
2 It's not Greek to her. Overruled. C is received.

3 (Whereupon, the document referred to
4 as Willson Exhibit C was marked for
5 identification and received into
6 evidence.)

7 BY MR. FITCH:

8 Q By the way, the representations you've made to the
9 Commission in your pleadings before the Commission on this
10 financial issue are, are true, are they not?

11 A I'm sorry. What are you talking about?

12 Q Well, various pleadings that you -- you've submitted
13 to the Commission on this financial issue.

14 MR. SHUBERT: I'm going to object, Your Honor --

15 MR. FITCH: Those statements are true, are they not?

16 MR. SHUBERT: -- unless he takes each pleading and
17 goes line by line through the representations that he wants. I
18 mean there are certain facts and circumstances that have been
19 contained in some of the pleadings that we have admitted were
20 in -- erroneous when they were filed and we have tried to
21 correct them. I think a blanket statement that you admit that
22 everything is true and accurate and correct without going over
23 it piecemeal and looking what he's looking for is improper,
24 it's unwarranted, and it also is irrelevant, because the
25 statements that made in pleading -- the pleadings in this

1 proceeding from the day we filed notices of appearance to the
2 day we sit here are not necessarily relevant to the issues
3 that are before us.

4 MR. FITCH: I'm talking about the pleadings on the
5 financial issue. And obviously to the extent that the
6 pleadings have been acknowledged that there's been errors,
7 then there's no problem.

8 JUDGE LUTON: You can be more specific quite easily,
9 Mr. Fitch, about what it is you have in mind, I'm sure. I'd
10 ask you to do that.

11 MR. FITCH: All right.

12 BY MR. FITCH:

13 Q Well, let me -- a couple of other things first. The
14 -- your most recent bill for legal services -- and by you I
15 mean Moonbeam -- Moonbeam's most recent bill for legal
16 services in October indicates a balance due of over \$31,000,
17 doesn't it?

18 A Yes.

19 Q And that's still due and owing, is it not?

20 A Yes.

21 Q In fact, you haven't been current on your legal
22 fees, on payment of your legal fees to Haley, Bader & Potts
23 since November of '92, have you?

24 A I've paid my bills on an ongoing basis.

25 Q You haven't been current since November of '92, have

1 you?

2 MR. FITCH: Your Honor, I've got, I've got from
3 document production of these statements. I'm happy to have
4 the witness look at them if she wants. I'm just trying to
5 save some time.

6 MRS. CONSTANT: The bills are paid on an ongoing
7 basis.

8 BY MR. FITCH:

9 Q You have had an outstanding balance due -- never
10 paid your bill in full since November of '92, have you?

11 A The proceeding has continued to be very expensive --

12 Q Yes or no.

13 A The answer --

14 Q Yes or no.

15 A -- is no.

16 Q In fact, your total legal fees through the October
17 billing have been over \$60,000, isn't that correct?

18 A You have the bills. Yes.

19 Q And you're billed on a monthly basis, are you not?

20 A Yes.

21 Q Let me show you an item -- I'll show it to counsel
22 first.

23 MR. FITCH: September 13th billing.

24 MR. SHUBERT: September 13, 1993?

25 MR. FITCH: 1993.

1 BY MR. FITCH:

2 Q You receive bills from counsel, do you not?

3 A Yes.

4 Q Let me refer you to your September statement,
5 September 13, 1993. Do you see that? The date?

6 A Yes.

7 Q And it's a multi-paged bill?

8 A Yes.

9 Q And you'll see an entry on that bill dated 8/25/1993
10 with the initials LWS. Is LWS Lee Shubert?

11 A I assume so.

12 Q Now, description of services rendered refer to
13 office conference with Mr. -- benefits of advancing funds to
14 Moonbeam and implications on discovery. Do you see that?

15 A Yes.

16 Q What was that about?

17 MR. SHUBERT: Objection, Your Honor. He is trying
18 to get her to testify about an entry that was made by me. He
19 hasn't shown she has any knowledge of what the, the tenor of
20 the entry is about.

21 MR. FITCH: That's what I'm asking her.

22 MR. SHUBERT: It's not her entry. It would be pure
23 speculation for her to testify what that entry was. She's not
24 competent to do it.

25 JUDGE LUTON: You mean she may not know what she's

1 talking about?

2 MR. SHUBERT: That too, but she's not competent to
3 do it.

4 JUDGE LUTON: If she knows the answer she's
5 competent.

6 MR. SHUBERT: My objection is stated, Your Honor.

7 JUDGE LUTON: Overruled. Do you know the answer?

8 MRS. CONSTANT: I don't remember this conversation.
9 I'm sorry.

10 BY MR. FITCH:

11 Q The conversation -- this was -- wasn't a
12 conversation between --

13 A I, I don't recall what the bill was about.

14 Q Do you remember any conversations at all about
15 advancing funds to Moonbeam and any effects it might have on
16 discovery?

17 A You know, I don't even recall what we were ac-- I
18 have no idea what we were talking about.

19 Q You had no idea what you were talking about?

20 A I mean, I can't -- as I said from -- that is not
21 enough of a clue for me to interpret something that's going to
22 make sense to you or to myself.

23 Q Does it, does it trigger any conversations you may
24 have had since then or before then? At that time period.

25 A That's what I was just telling you. It does not.

1 I, I mean I don't want to conjure something up that I'm just
2 conjuring up because you're asking me a question right now and
3 I need an answer.

4 JUDGE LUTON: You, you've answer the question.
5 You've answered. You said, I'm telling you no. That's --
6 stop right there. We'll see where we go from here.

7 COURT REPORTER: Excuse me. I'd like to change the
8 tape, please.

9 JUDGE LUTON: Go ahead.

10 (Off the record briefly.)

11 COURT REPORTER: Please continue.

12 BY MR. FITCH:

13 Q At any time did you ever discuss with counsel,
14 counsel advancing funds to Moonbeam?

15 A Are you talking about them giving me money?

16 Q To Moonbeam.

17 A Oh, heavens no!

18 Q Let me show you a pleading, and this --

19 MR. FITCH: Your Honor, I'm going back now to my
20 earlier question which you wanted me to be, me to be more
21 specific about that particular pleading.

22 BY MR. FITCH:

23 Q I'm referring now to Moonbeam's September 21
24 Opposition to Motion to Compel. Let me show you this
25 pleading. Do you, do you recall seeing this particular

1 Opposition to Motion to Compel?

2 A There's so many of these motions -- um-hum.

3 Q Okay.

4 COURT REPORTER: Excuse me. Yes or no?

5 MRS. CONSTANT: Yes, I'm sorry.

6 BY MR. FITCH:

7 Q I refer you to page 3 where you state -- or where
8 the pleading states, this is a pleading filed on behalf of
9 Moonbeam, finally as Willson is well aware, prosecution
10 expenses if paid on an ongoing basis are not relevant to a
11 financial issue, citing some cases, which stand for the
12 proposition that legal fees are to be paid on a current basis.
13 Moonbeam has been paying its account with Haley, Bader & Potts
14 on an ongoing basis. Accordingly, Willson's secondary
15 justification for his request does not apply.

16 MR. SHUBERT: I'm going to object -- is that a
17 question, by the way?

18 MR. FITCH: I'm asking the witness if this is -- if
19 I've read that correctly, the pleading.

20 MRS. CONSTANT: You read it very well.

21 BY MR. FITCH:

22 Q Are you aware that this statement was made?

23 A Yes, I just read it.

24 Q Were you aware that it was made at the time it was
25 made?

1 MR. SHUBERT: I'm going to object to the question on
2 the grounds it's outside the scope of direct examination, Your
3 Honor. We didn't have any testimony today about any of the
4 pleadings that were filed in this proceeding.

5 MR. FITCH: It has nothing to do with it. It has to
6 do with the substance, Your Honor.

7 MR. SHUBERT: Well, there's nothing, there's nothing
8 in the direct examination. It's beyond the scope of direct.
9 Cross-examination is limited to the scope of direct. You're
10 beyond the scope.

11 MR. GAMMON: We're not limited to the scope of
12 direct, Your Honor.

13 MR. SHUBERT: I beg your pardon?

14 MR. GAMMON: You're talking about recross, perhaps.

15 MR. SHUBERT: No. Cross-examination --

16 JUDGE LUTON: I, I think you are. You, you can't
17 just take off on cross and go wherever you feel like going.

18 MR. FITCH: Well, it's within the issue.

19 MR. SHUBERT: This is not discovery.

20 MR. FITCH: This is directly on point, Your Honor.
21 There's testimony --

22 JUDGE LUTON: Well, what's the point? You say
23 directly on point.

24 MR. FITCH: There is, there is testimony that --
25 there was testimony -- this rebuts the claim -- the testimony

1 today is, is at odds with this assertion of this claim made in
2 this pleading.

3 JUDGE LUTON: Well, spell it out for me.

4 MR. FITCH: We have conflicting, we have conflicting
5 evidence on this point and that's why I'm bringing --

6 JUDGE LUTON: Spell it out for me. I, I'm not able
7 to --

8 MR. FITCH: All right. Your Honor --

9 JUDGE LUTON: -- smart enough to put it together by
10 myself.

11 MR. FITCH: This is a, this is a request on a Motion
12 -- this is a response in Opposition to a Motion to Compel. In
13 this Motion to -- in this Opposition, Moonbeam was taking the
14 position as a basis for not having produced documents that it,
15 in fact, was paying its bills citing authority here on a
16 current basis. There had been --

17 MR. SHUBERT: I think it said ongoing, didn't it?

18 MR. FITCH: There -- that's not what the authority
19 cites and that's not what the, that's not what the meaning --

20 MR. SHUBERT: I have my authorities here and --

21 JUDGE LUTON: Aw, c'mon. Hold it, Mr. Shubert. Go
22 ahead, Mr. Fitch. Tell me what --

23 MR. FITCH: And now, and now, Your Honor, what we've
24 found out today is that of a total of approximately \$60,000 in
25 legal fees, 30 of them -- 30,000 are still outstanding.

1 JUDGE LUTON: Yeah, but what's, what's being tried?
2 An old pleading, a matter of -- pleading --

3 MR. FITCH: No. No. Whether, whether legal fees
4 are paid on an ongoing basis or not has a direct bearing on
5 the standard of proof to be met on a financial issue. And
6 that, and that's why, that's why this is being brought up.

7 JUDGE LUTON: Well, then, isn't it enough for you to
8 show, as I think you're trying to do, that legal bills weren't
9 paid on an ongoing basis in some cases? Or in some instances?
10 Why it's necessary to go beyond that, back to an old pleading
11 of several weeks and months ago, I don't know. And I'm not
12 sure you can tell me yet. Given your statement of what it is
13 you're seeking to do.

14 MR. FITCH: Well, what I'm trying to do, Your Honor,
15 is I'm trying to present the evidence. I'm trying to show
16 that there's conflicting evidence on this point. The
17 testimony today has been that there's an outstanding -- there
18 has -- there are, in fact, outstanding legal fees still due
19 and back then, when it was convenient to say so, there was,
20 there was testimony that was made that, in fact, that was not
21 true --

22 JUDGE LUTON: But by, by going and showing me
23 something about back then, I don't know how that helps what it
24 is you told me you're seeking to show today. If you think
25 you, you need to go back then and seek another issue, which

1 may happen in this case, then you do it. But for present
2 purposes, I'm going to sustain the objection because I think
3 it's irrelevant.

4 MR. FITCH: All right. Okay. Fine, Your Honor.

5 JUDGE LUTON: And yes, you are limited on cross-
6 examination by the shape and form and substance of the direct
7 testimony. No doubt about it.

8 MR. FITCH: Your Honor, I have similar language but
9 I don't think -- I don't believe the same objection would
10 hold, hold true on this one.

11 JUDGE LUTON: All right. Give it a try.

12 BY MR. FITCH:

13 Q You -- I believe there was testimony earlier this
14 morning that you intended to rely on income to meet ongoing
15 costs of prosecuting your application. Is that correct?

16 A Yes, some, some. I didn't say it was all linked up.
17 I said that I had \$90,000 in my Alex Brown account. I had --
18 in my budget I had \$30,000 earmarked for legal expenses.
19 That's what I said this morning.

20 Q Let me show you a August 30 letter from Moonbeam --
21 from your counsel served on the judge -- myself. It is a
22 response to Willson's Request for Production of Supplemental
23 Financial Documents from Moonbeam. You see that letter?

24 A I see this letter.

25 Q In response to document request 3, and it's really

1 an objection, is an objection to document request 3, Moonbeam
2 states, Moonbeam has never stated an intention to rely on the
3 income of Mary Constant for funds to construct this station
4 and operate for three months or prosecute Moonbeam's
5 application. You see that language?

6 A Yes.

7 Q Is that accurate or not?

8 MR. SHUBERT: May we ask if it's accurate as of
9 today or is it accurate as of the time it was made? What are
10 you trying to probe?

11 JUDGE LUTON: Can you answer the question?

12 MRS. CONSTANT: What is the question?

13 MR. FITCH: Is that an accurate statement?

14 MR. SHUBERT: Objection. Can we have a --

15 JUDGE LUTON: Look, you're not on the stand, Mr.
16 Shubert. If the witness has difficulty, let her express the
17 difficulty and then we'll take care of it, but --

18 MR. SHUBERT: Your Honor --

19 JUDGE LUTON: -- to do what you're -- is really
20 suggesting that the witness may not be clear about something.

21 MR. SHUBERT: I was posing an objection to the
22 question, Your Honor. I objected to the question on the
23 grounds that it --

24 MR. FITCH: That's the answer, Your Honor.

25 MR. SHUBERT: -- it didn't --

1 MRS. CONSTANT: It says Moonbeam has never --

2 JUDGE LUTON: Excuse me. Let's deal with this
3 objection. The, the objection is that --

4 MR. SHUBERT: The question as posed doesn't form a
5 time. Is he talking about was it correct then? Is it correct
6 now? Has it always been correct throughout the interim and
7 there have been no changes? I'm objecting to the form of the
8 question.

9 JUDGE LUTON: For Pete's sake. Common sensically
10 (sic) it -- doesn't the question have to do with the time that
11 the statement was first spoke?

12 MR. SHUBERT: Well, I can see them arguing that it,
13 that it was as of today.

14 JUDGE LUTON: If this is a matter that you feel
15 needs to be cleared up, or if the answer doesn't come out to
16 your liking, you can take it up with the witness on redirect
17 examination, but on cross-examination I'm going to let the
18 cross-examiner cross-examine. Overruled.

19 MRS. CONSTANT: This is a true statement.

20 MR. FITCH: Your Honor, I think I may -- Your Honor,
21 if you give me five minutes I think we may be --

22 JUDGE LUTON: Five minutes?

23 MR. FITCH: Well, I -- and, you know, I'm just
24 saying -- I'm trying to explain why, why I'm pausing here.
25 But a break would be good to if you want it.

1 JUDGE LUTON: We'll, we'll wait it out.

2 MR. FITCH: All right.

3 (Off the record briefly.)

4 JUDGE LUTON: Who's going to ask these questions?

5 MR. FITCH: Mr. Gammon, if that's all right.

6 MR. SHUBERT: I'm going to object to that, Your
7 Honor.

8 JUDGE LUTON: Yeah. The, the way we do it is, is
9 one lawyer handles one witness.

10 MR. FITCH: Well -- okay.

11 BY MR. FITCH:

12 Q You testified earlier today I think that you had a
13 contract with someone for the sale of your crop. Is that
14 correct or not?

15 A Yes.

16 Q Who's that contract with?

17 A It's with Pine Ridge Winery.

18 Q Pine Ridge Winery?

19 A Yes.

20 Q Okay. And, and what happens under the terms of this
21 contract if the crop is destroyed?

22 A Then there's no grapes to buy.

23 Q And if the -- and, and presumably then what's your
24 understanding if the purchaser, for instance, were to go
25 bankrupt. There would be no, there would be no sale under

1 those circumstances either, would there?

2 A Not --

3 MR. SHUBERT: Objection. It's a hypothetical, Your
4 Honor.

5 JUDGE LUTON: -- and it's quite speculative and you
6 can toss those up endlessly.

7 MR. FITCH: That was my last on I was going to toss
8 up.

9 JUDGE LUTON: Sustained. Sustained. That completes
10 your examination?

11 MR. FITCH: Yes, Your Honor, it does.

12 JUDGE LUTON: All right. Recross -- redirect.

13 MR. SHUBERT: Yes. Thank you, Your Honor.

14 REDIRECT EXAMINATION

15 BY MR. SHUBERT:

16 Q Just so our record is clear, Mrs. Constant, there
17 was testimony concerning the Moonbeam minutes which have been
18 marked and identified and admitted as Exhibit No. 1 -- I'm
19 sorry, Exhibit A. Excuse me. Would you direct your attention
20 to that?

21 A Yes.

22 Q What is the name of the attorney who prepared those
23 minutes?

24 A His name is Willis Sullivan.

25 Q And he is an Idaho attorney?

1 A Yes, he is. He's in Boise, Idaho.

2 Q There has been questioning about the mortgage on
3 your Nicasio property. Did Nicasio property generate income?

4 A Yes, it did.

5 Q And how did you apply the income that was generated
6 by the Nicasio --

7 MR. FITCH: Your Honor, that's beyond, that's beyond
8 the scope of my -- I mean, I asked about the --

9 JUDGE LUTON: All right. The problem is just
10 because Nicasio was mentioned in one examination and one
11 context doesn't mean it's okay to mention Nicasio in another
12 examination and another context. I, I don't recall any
13 questioning on cross about the application of the income from
14 the Nicasio property.

15 MR. SHUBERT: If I may, Your Honor.

16 JUDGE LUTON: Yes.

17 MR. SHUBERT: There were questions about her
18 obligation to pay the mortgage on the Nicasio property.

19 JUDGE LUTON: All right. There was --

20 MR. SHUBERT: And the point here is, is, is --

21 JUDGE LUTON: Go ahead.

22 MR. SHUBERT: Okay.

23 JUDGE LUTON: No, go ahead. Finish your statement.

24 MR. SHUBERT: Well, the, the question that was posed
25 to her was what her obligation was to pay the mortgage and the

1 point we're going toward here is how the mortgage was paid.

2 JUDGE LUTON: All right. Overruled.

3 BY MR. SHUBERT:

4 Q How were the proceeds of the income generated by the
5 property applied?

6 A They were used to pay the expenses of the, of the
7 ranch, including the mortgage.

8 Q And typically how much income was generated by the
9 property? Let's take the 1992 -- in 1991, how much income did
10 you generate from the property?

11 A Well, it was at least -- it was about \$40,000. It
12 was rented for about \$3,000 a day. And it was rented quite a
13 bit during that year. It's been rented quite a bit every
14 year.

15 Q Concerning the crop loan, you have testified that
16 the crops are in.

17 A Yes.

18 Q What was the nature of the -- or the size of the
19 crop harvest this year?

20 A This year I think it was about 70,000 tons -- excuse
21 me, 70 tons.

22 Q And how much -- what is the price that you achieved
23 for 70 tons of grapes?

24 A It's over \$2,000 a ton.

25 Q And would it be correct -- you have testified that

1 the -- let me ask you to -- how's your mathematics?

2 A Not my strong suit.

3 Q Would you be kind enough to multiply out \$4,276.63
4 for us by 12?

5 A No.

6 Q All right. At the time you prepared your
7 application in November 1991, were you relying on any income
8 from Moonbeam to fund the construction and operation of the
9 station?

10 A No.

11 Q Were you relying on any income from yourself to fund
12 the construction and operations and prosecution of your
13 application?

14 A No.

15 Q At the time you filed your amendment in March 1992,
16 were you relying on any income -- or had your financial plan
17 changed?

18 A No.

19 Q You have testified, I believe, that you had
20 discussions with counsel about expenses.

21 A Yes.

22 Q Did you consult with counsel about the estimates
23 provided by Mr. Klein?

24 A Yes, I did.

25 Q And what type of advice did counsel give you

1 concerning Mr. Klein's estimates?

2 A My counsel, who is also an expert in the field,
3 concurred that Mr. Klein's estimates were accurate.

4 Q Did you have specific discussions with counsel about
5 the cost of the prosecution of the application as it was known
6 prior to the application's filing?

7 A Yes.

8 Q We've had testimony about your Eagle application and
9 your Calistoga application. What were the differences between
10 the Eagle application and the Calistoga application that
11 resulted in the different amounts that were stated in your
12 financial proposals for the respective facilities?

13 A They were completely different types of radio
14 stations. Eagle is a Class C. At that time I didn't have any
15 plans on automating it. I think a tower needed to be built.
16 It was going to be much more expensive to build. The
17 Calistoga station will be an automated station. There's an
18 existing tower and -- so it's going to be -- it's less
19 expensive.

20 Q At the time you filed the Calistoga application, did
21 you have any intention of further prosecuting the Eagle
22 application?

23 A No, I did not.

24 MR. SHUBERT: Your Honor, at this point in time I'd
25 like to place before the witness and yourself a copy of a